Permit #S00090041

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00090041 **Type of Permit:** STILL **Release Date:** 02/23/2015

Production Company SUPERSEED PRODUCTIONS LLC

Insured Company Name ARTISTS VIEW ENTERTAINMENT

Contact Phone No. 1 515-745-6334
Contact Phone No. 2
Fax
Address 930 FIGUEROA TERRACE
LOS ANGELES, California 90012

Production Title VOYCE PHOTOSHOOT

Type of Production Still Photo

Producer Edgar Rosa

Director Tyler Weinberger

1st AD Edgar Rosa

Production Manager Edgar Rosa

FilmL.A. Coordinator Sophia Alexander

Location Manager Edgar Rosa
Primary Phone Mobile - 515-745-6334
Secondary Phone

Location Assistant Tyler Weinberger
Primary Phone Mobile - 570-498-6319
Secondary Phone

Fees

Notification Charge	$105.00
FILMLA STILL APPLICATION FEE	$60.00
FILMLA MONITOR FEES	$150.00
SANTA MONICA BEACH STILL PHOTO LOCATION FEE	$132.35
SANTA MONICA FILM APPLICATION FEE	$271.59
SANTA MONICA DOWNTOWN FILM/STILL PHOTO EXT LOW IMPACT LOCATION FEE	$529.41
SANTA MONICA PARKS/CITY HALL STILL PHOTO LOCATION FEE	$105.88

Total Permit Fee $1,354.23

Number of Locations 6

NOT A PERMIT

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Summary Information — Location

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Address 3rd St Promenade, Wilshire Blvd - Broadway, Santa Monica, CA, 90401

Location Name 3RD STREET PROMENADE

Location Type Pedestrian walkway

Location Description MUST CONTACT LAURA BORSECNIK WITH DOWNTOWN SANTA MONICA AT 310-393-8355 x.100 PRIOR TO SUBMITTING A PERMIT
No posting of production/directional signs allowed on public property.

Film Dates 2/23/2015 - 2/23/2015 08:00 - 14:00 1 day

Open or Closed to the Public Open

Generic Conditions
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached documents
Film LA lt..pdf
201502201645.pdf
Revised Terms & Condition e delivery.pdf
DTSM Filming Guidelines 2013.pdf

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

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Approvals

SANTA MONICA - DOWNTOWN SANTA MONICA, INC.	Laura Borsecnik
SANTA MONICA - PUBLIC WORKS DEPARTMENT	Jamie Atkinson
SANTA MONICA POLICE DEPARTMENT	Mike Braaten

Coordinator Note NO POSTING OF PRODUCTION/DIRECTIONAL SIGNS ALLOWED ON PUBLIC PROPERTY.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Address SANTA MONICA BEACH (EXCLUDING PIER & OCEAN FRONT WALK), SANTA MONICA, CA, 90401

Location Name SANTA MONICA BEACH

Location Type Beach

Location Description WHEN HAVING WATER ACTIVITY OR REQUESTING USE OF LIFEGUARD TOWERS
* PRODUCTION NEEDS TO CONTACT THE LEAD SANTA MONICA LIFEGUARD CAPTAIN 2 DAYS IN ADVANCE AT 310-394-3261 TO DISCUSS THEIR ACTIVITY.

Film Dates 2/23/2015 - 2/23/2015 08:00 - 14:00 1 day

Open or Closed to the Public Open

Generic Conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

Thomas Guide **Page:** 671 **Grid:** E3

Location Notes No posting of production/directional signs allowed on public property.

Approvals

SANTA MONICA - PUBLIC WORKS DEPARTMENT	Jamie Atkinson
SANTA MONICA POLICE DEPARTMENT	Mike Braaten
SANTA MONICA/COMMUNITY AND CULTURAL SERVICES - ALL CITY PARKS/STATE BEACH AND BEACH PARKING LOTS	Glennis Waterman

Coordinator Note
MUST HAND CART ALL EQUIPMENT.

NO VEHICLES ON BEACH.

NO WATER ACTIVITY.

MUST NOT BLOCK EMERGENCY ACCESS ROUTES

NOT PERMITTED TO FILM, BE ON, STORE EQUIPMENT ON ANY LIFEGUARD TOWER IN AREA.

Coordinator Note NO POSTING OF PRODUCTION/DIRECTIONAL SIGNS ALLOWED ON PUBLIC PROPERTY.

Parking **Base Camp** **Crew Parking**

NOT A PERMIT

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Summary Information

Location

Location 2 of 6

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Type : Filming Location

Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Address Ocean Ave., Colorado Ave - San Vicente Blvd, Santa Monica, CA 90401

Location Name PALISADES PARK (SANTA MONICA)

Location Type Park

Film Dates 2/23/2015 - 2/23/2015 07:00 - 14:00 1 day

Open or Closed to the Public Open

Generic Conditions
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached document DTSM Filming Guidelines 2013.pdf

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

Thomas Guide **Page:** 671 **Grid:**

Location Notes No posting of production/directional signs allowed on public property.

Approvals

SANTA MONICA - DOWNTOWN SANTA MONICA, INC.	Laura Borsecnik
SANTA MONICA - PUBLIC WORKS DEPARTMENT	Jamie Atkinson
SANTA MONICA POLICE DEPARTMENT	Mike Braaten
SANTA MONICA/COMMUNITY AND CULTURAL SERVICES - ALL CITY PARKS/STATE BEACH AND BEACH PARKING LOTS	Glennis Waterman

Coordinator Note NO POSTING OF PRODUCTION/DIRECTIONAL SIGNS ALLOWED ON PUBLIC PROPERTY.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number S00090041
Production Company SUPERSEED PRODUCTIONS LLC
Insured Company ARTISTS VIEW ENTERTAINMENT
Production Title VOYCE PHOTOSHOOT

Location Manager Edgar Rosa
Primary Phone Mobile - 515-745-6334
Secondary Phone

Location Address 2041 Ocean Front Walk - 2077 Ocean Front Walk, Santa Monica, CA, 90401

Location Type Grid

Film Dates 2/23/2015 - 2/23/2015 08:00 - 14:00 1 day

Open or Closed to the Public Open

Generic Conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

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Approvals

SANTA MONICA - PUBLIC WORKS DEPARTMENT	Jamie Atkinson
SANTA MONICA POLICE DEPARTMENT	Mike Braaten
SANTA MONICA/COMMUNITY AND CULTURAL SERVICES - ALL CITY PARKS/STATE BEACH AND BEACH PARKING LOTS	Glennis Waterman

Coordinator Note NO POSTING OF PRODUCTION/DIRECTIONAL SIGNS ALLOWED ON PUBLIC PROPERTY.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NO PERMIT

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Hollywood, CA 90028
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www.filmla.com

Summary Information — Location

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Address 437 N Mt Holyoke Ave, Los Angeles, CA, 90272

Location Type Private Residence

Film Dates 2/23/2015 - 2/23/2015 13:00 - 17:00 1 day

Open or Closed to the Public Open

Generic Conditions *PERMITEE IS RESPONSIBLE FOR FILLING OUT ATTACHED L.A. CITY AND/OR L.A. COUNTY FIRE INSPECTION CHECKLIST PRIOR TO FILMING ACTIVITIES AT THIS LOCATION. IF FORM NOT FILLED OUT, OR IF PERMIT NOT ADHERED TO, A FIRE OFFICER MAY BE ASSIGNED.*
Must comply with attached conditions
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents Pacific Palisades July 2009.pdf
Palisades Bluff July 2009.pdf

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5
FilmL.A. Monitor (s)	1
Spot Check	1

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

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Approvals FILML.A. MONITORS — Michael Lifshey
LOS ANGELES CITY POLICE DEPARTMENT — Mark Preciado

Coordinator Note A FILMLA MONITOR IS REQUIRED 02/23/2015, 1200 - 1700.

THE FILMLA MONITOR WILL FOLLOW-TO/FROM:
1. 437 N MT HOLYOKE
2. BORGOS PL & TOYOPA DR

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Summary Information — Location

Permit Number	S00090041	**Location Manager**	Edgar Rosa
Production Company	SUPERSEED PRODUCTIONS LLC	Primary Phone	Mobile - 515-745-6334
Insured Company	ARTISTS VIEW ENTERTAINMENT	Secondary Phone	
Production Title	VOYCE PHOTOSHOOT		

Location Address Borgos Pl & Toyopa Dr, Los Angeles, CA, 90272

Location Type Street

Film Dates 2/23/2015 - 2/23/2015 13:00 - 17:00 1 day

Open or Closed to the Public Open

Generic Conditions *PERMITEE IS RESPONSIBLE FOR FILLING OUT ATTACHED L.A. CITY AND/OR L.A. COUNTY FIRE INSPECTION CHECKLIST PRIOR TO FILMING ACTIVITIES AT THIS LOCATION. IF FORM NOT FILLED OUT, OR IF PERMIT NOT ADHERED TO, A FIRE OFFICER MAY BE ASSIGNED.*
Must comply with attached conditions
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents Pacific Palisades July 2009.pdf
Pacific Palisades - Huntington Palisades August 2013.pdf

Equipment on Location

Type	Quantity
Vans	1

Personnel on Location

Type	Quantity
Cast	3
Crew	5
FilmL.A. Monitor (s)	1
Spot Check	1

Filming Activities Exterior establishing shots; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 631 **Grid:** B6

Approvals FILML.A. MONITORS — Michael Lifshey
LOS ANGELES CITY POLICE DEPARTMENT — Mark Preciado

Coordinator Note A FILMLA MONITOR IS REQUIRED 02/23/2015, 1200 - 1700.

THE FILMLA MONITOR WILL FOLLOW-TO/FROM:
1. 437 N MT HOLYOKE
2. BORGOS PL & TOYOPA DR

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

NOT A PERMIT

90041

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

Company

By

who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

Address of permittee:

FilmL.A., Inc.

Date 2/20/15

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions as set forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc. indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction set forth on the permit and any attachments.

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NOT A PERMIT

Permit #S00090041

Updated July 2013

DOWNTOWN SANTA MONICA FILMING GUIDELINES

- A **City of Santa Monica permit through FilmL.A** is required. Please go to www.filmla.com and apply for the permit through the Online Permit System (OPS) or for more information, please call FilmL.A. at 213-977-8600 and ask for Production Planning.

- **An Application Fee, Site Fee, and Certificate of Insurance** is also required.

- Normal permitted filming hours are from 8:00 a.m. to 10:00 p.m. Filming activity before 8:00 a.m. or after 10:00 p.m. requires a written approval from 90% of residents and businesses located with 250-foot radius of filming location.

- No filming is allowed on Wednesdays due to Farmers' Market or on Saturdays and Sundays due to the high volume of shopping traffic. However, low-impact, small productions – man-on-the-street interviews and still photo shoots will be considered on a case-by-case basis.

- A filming fee is required pursuant to Downtown Santa Monica, Inc **Filming Fee Schedule**. A location fee is applicable for **each day** of filming including preparation and strike days.

- No parking of equipment in alleys will be allowed. Parking of generators in alleys will be considered on a case-by-case basis and must be approved by the City of Santa Monica.

- No District pedestrians or vehicle traffic are to be unreasonably inconvenienced, and no merchant, pavilion tenant or cart vendor is to be disturbed by the filming or prep time, without prior notification to the merchant or tenant and Downtown Santa Monica, Inc.

- Street meters require the signature of the merchant adjacent to the space.

- On the Third Street Promenade, there must always be an unobstructed 12' fire lane.

NOT A PERMIT

Permit #S00090041

Updated July 2013

DOWNTOWN SANTA MONICA FILMING GUIDELINES

- A **City of Santa Monica permit through FilmL.A** is required. Please go to www.filmla.com and apply for the permit through the Online Permit System (OPS) or for more information, please call FilmL.A. at 213-977-8600 and ask for Production Planning.

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- On the Third Street Promenade, there must always be an unobstructed 12' fire lane.

NOT A PERMIT

SPECIAL FILMING CONDITIONS
PACIFIC PALISADES, PALISADES HIGHLANDS AND CASTELLAMMARE AREAS

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

The following Special Filming Conditions have been established to mitigate the concerns of local residents. These Conditions are a result of meetings with the Pacific Palisades Town Council, City Council Office representatives and area residents.

- **FilmL.A. will evaluate all requests for permits in this area using the following criteria:** Frequency of filming per block near the requested location and parking areas – Duration and frequency of recent filming – Proximity of concurrent filming activities – Historical use – Recent problems or complaints – Number of filming days requested – Company size – Proposed activities (effects, excessive noise, cranes, etc.) – any other criteria that may be relevant to the specific situation. ***NO PERMITS FOR THIS AREA SHOULD BE ASSUMED TO BE AVAILABLE WITHOUT THE ABOVE REVIEW.***

- **Affected residents must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** *Permit requests must be submitted to FilmL.A. at least three (3) days in advance.*

- **Craft services, catering trucks, food preparation tables and dining tables are prohibited on sidewalks or parkways and must be out of public view.**

- **Trash and refuse must be removed from the area immediately after filming activities are completed.**

- **Production companies may not arrive in the area prior to 7:00 a.m. and must depart no later than 10:00 p.m.** unless affected residents (generally those within 300' of the filming activities or equipment parking) are surveyed to identify neighborhood concerns and approval is obtained from FilmL.A.. The approved times must be indicated on the permit.

- **No weekend or holiday filming unless approved by FilmL.A.**

- **Parking of production equipment is limited to one side of the street.** Film company vehicles shall not interfere with gardener's activities, trash pick up, safe use of streets or access to resident driveways, unless approved by the affected residents. ***In some instances, it may be necessary for companies to post both sides of the street to maintain proper access for emergency vehicles and area residents.***

- **A FilmL.A. Monitor will be assigned to encourage compliance with the permit and conditions.** The Monitor will generally arrive at the designated location 1 hour prior to the permit start time to note proper arrival time and remain with the production company during all filming-related activities and ensure proper departure time.

- **Lighting is to be confined to the specific site and shall not adversely impact neighbors and/or traffic.**

- **Cast and crew may not park on area streets.** Off-street parking must be provided.

- **Prep and strike days must be included on the permit and may not take place on weekends unless approved by FilmL.A.**

NOTE: ADDITIONAL CONDITIONS ARE APPLICABLE FOR THE HUNTINGTON PALISADES, RIVIERA ESTATES, PALISADES BLUFF AREA AND THE INTERSECTION OF ALMA REAL AND OCAMPO DRIVES.

FilmL.A., Inc. NOT A PERMIT

SPECIAL FILMING CONDITIONS ADDENDUM
PACIFIC PALISADES BLUFF AREA

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

The Palisades Bluff area is bounded by Bowdoin Street on the north, Temescal Canyon on the west, Palisades Park on the east and Via De Las Olas on the south. Streets in the area are very narrow, and filming activities can pose significant problems for nearby residents and traffic through the area. The following Special Filming Conditions conditions have been established to mitigate the concerns of local residents and to ensure traffic can move through the area safely.

- **Affected residents must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** *Permit requests must be submitted to FilmL.A. at least three (3) days in advance.*
- **No equipment vehicles may be parked on Friends Street and Beirut Street.**
- **A maximum of three (3) trucks may be parked in the area.** *They must be parked on one side only of the filming location block or in areas approved by FilmL.A.*
- **Parking on Via de las Olas is prohibited. Production companies may use stake beds to load and unload equipment in front of filming location only.**
- **Catering on the bluff area of Via de las Olas is strictly prohibited.**
- **When filming at 326 Swarthmore Avenue, parking is permitted on the west side of Swarthmore Avenue only. Street is narrow and the east side of the street is already posted 'No Parking anytime'.**
- **A FilmL.A. Monitor will be assigned to encourage compliance with the permit and conditions.** The Monitor will generally arrive at the designated location 1 hour prior to the permit start time to note proper arrival time and remain with the production company during all filming-related activities and ensure proper departure time.

NOTE: These Conditions are in addition to the Palisades Special Filming Conditions.

FilmL.A. Inc. NOT A PERMIT

SPECIAL FILMING CONDITIONS
PACIFIC PALISADES, PALISADES HIGHLANDS AND CASTELLAMMARE AREAS

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

The following Special Filming Conditions have been established to mitigate the concerns of local residents. These Conditions are a result of meetings with the Pacific Palisades Town Council, City Council Office representatives and area residents.

- **FilmL.A. will evaluate all requests for permits in this area using the following criteria:** Frequency of filming per block near the requested location and parking areas – Duration and frequency of recent filming – Proximity of concurrent filming activities – Historical use – Recent problems or complaints – Number of filming days requested – Company size – Proposed activities (effects, excessive noise, cranes, etc.) – any other criteria that may be relevant to the specific situation. ***NO PERMITS FOR THIS AREA SHOULD BE ASSUMED TO BE AVAILABLE WITHOUT THE ABOVE REVIEW.***

- **Affected residents must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** *Permit requests must be submitted to FilmL.A. at least three (3) days in advance.*

- **Craft services, catering trucks, food preparation tables and dining tables are prohibited on sidewalks or parkways and must be out of public view.**

- **Trash and refuse must be removed from the area immediately after filming activities are completed.**

- **Production companies may not arrive in the area prior to 7:00 a.m. and must depart no later than 10:00 p.m.** unless affected residents (generally those within 300' of the filming activities or equipment parking) are surveyed to identify neighborhood concerns and approval is obtained from FilmL.A.. The approved times must be indicated on the permit.

- **No weekend or holiday filming unless approved by FilmL.A.**

- **Parking of production equipment is limited to one side of the street.** Film company vehicles shall not interfere with gardener's activities, trash pick up, safe use of streets or access to resident driveways, unless approved by the affected residents. ***In some instances, it may be necessary for companies to post both sides of the street to maintain proper access for emergency vehicles and area residents.***

- **A FilmL.A. Monitor will be assigned to encourage compliance with the permit and conditions.** The Monitor will generally arrive at the designated location 1 hour prior to the permit start time to note proper arrival time and remain with the production company during all filming-related activities and ensure proper departure time.

- **Lighting is to be confined to the specific site and shall not adversely impact neighbors and/or traffic.**

- **Cast and crew may not park on area streets.** Off-street parking must be provided.

- **Prep and strike days must be included on the permit and may not take place on weekends unless approved by FilmL.A.**

NOTE: ADDITIONAL CONDITIONS ARE APPLICABLE FOR THE HUNTINGTON PALISADES, RIVIERA ESTATES, PALISADES BLUFF AREA AND THE INTERSECTION OF ALMA REAL AND OCAMPO DRIVES.

FilmL.A., Inc. NOT A PERMIT

SPECIAL FILMING CONDITIONS ADDENDUM
THE HUNTINGTON PALISADES

The Special Filming Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this area is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit (or permits) will be issued for this area. The decision whether or not a particular permit (or permits) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A., Inc.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

The Huntington Palisades is part of the Pacific Palisades bounded by Sunset Boulevard on the north, Chautauqua Boulevard on the east, Alma Real Drive on the west and Corona Del Mar Drive on the south. These Special Filming Conditions apply to the following streets: Alma Real Drive, Almoloya Drive, Altata Drive, Alva Drive, Camarosa Drive, Chapala Drive, Chatauqua Boulevard, Corona Del Mar, El Cerco Drive, Frontera Drive, La Cumbre Drive, Ocampo Drive, Pampas Ricas Boulevard and Toyopa Drive. Everything in this Special Filming Conditions document is part of all filming permits issued for this location.

- **Affected residents must be notified at least two (2) days in advance of the first day of filming or the first day of any substantial set preparation.** *Permit requests must be submitted to FilmL.A. at least three (3) days in advance.*

- **A production company representative must contact the Huntington Palisades Property Owners Corporation to notify them of their intent to film in the area**. The production company must contact the homeowners' association immediately after applying to FilmL.A. for a permit if this contact has not been previously made. The contact person for the association is Jeaneen Fabbro, Administrative Coordinator, or Chase Holiday, Assistant Administrative Coordinator, Huntington Palisades Property Owners Corporation, P.O. Box 1585, Pacific Palisades, CA 90272; (310) 454-4913.

- **No parking is permitted on either side of the street at or near the sharp curve connecting Alma Real and Corona Del Mar.**

- **A FilmL.A. Monitor will be assigned to encourage compliance with the permit and conditions.** The Monitor will generally arrive at the designated location 1 hour prior to the permit start time to note proper arrival time and remain with the production company during all filming-related activities and ensure proper departure time.

NOTE: These conditions are in addition to the Palisades Conditions

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